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NOT AN OFFICIAL DOCUMENT

INDIANA FIDELITY & GUARANTEE RECORDERS 2024-009771  
STATE OF INDIANA  
LAKE COUNTY 3:06 PM 2024 Mar 28  
RECORDED AS PRESENTED

Land Contract

North Indiana Investments LLC ("Seller"), of Will County, State of Illinois and First Pentecostal Church of Gary ("Buyer"), a county of Lake and State of Indiana agree as follows:

1. Purchase Price, Property Description, Method of Payment, Pre-payment, and delinquent Payment's

- a. The Seller agrees to sell and Buyer agrees to buy the following real estate parcel, subject to the terms and conditions set forth in this agreement:

Common Description: 2431 CENTRAL DR, Gary, IN  
 Property ID#: 45-08-14-204-001.000-004  
 Brief legal: MARSHALLTOWN TERRACE L.1 BL.3

This parcel is being sold "As Is", subject to any defects in the property including structural defects or defects in heating and cooling, electrical, and plumbing systems or possible mold. Seller has not done formal inspection on the house. Seller is not aware if property is habitable. Buyer has inspected the house before signing the contract. Buyer understands that may have to do significant repairs to make this property habitable. Buyer assumes all responsibility related to occupancy of the real estate.

- b. Buyer agrees to pay Seller the purchase price of \$63000 (Sixty Three Thousand Dollars Only). Buyer will make this payment to Seller in following manner:

Down Payment of \$3000 (Three Thousand Dollars Only)

Payment of \$500/Month (Five Hundred Dollars Only) for 10 years.

Unless otherwise specified by Seller in writing, Buyer shall make all payments as cashier check or money order payable to:

North Indiana Investments LLC,  
 1112 W BOUGHTON RD # 232,  
 Bolingbrook, IL 60440

Payments are due on 3<sup>rd</sup> of each month. Buyer should send each payment in form of money order or certificated check payable to North Indiana Investments LLC by USPS certified mail and provide the tracking number to Seller. Payment can also be deposited in bank or a direct bank to bank transfer can be setup. Seller has provided the bank information in separate note.

- c. Buyer may at any time, and without penalty imposed by Seller, pre-pay all or part of the payments described on this contract.
- d. If Seller does not receive the full amount of an installment payments and tax payments on or before the due date, Buyer shall pay a delinquent payment penalty of Ten dollars (\$10.00) per day until the delinquent installment payment and penalties are received in full by Seller. If Payment, including penalties, is not received in full within 30 days of due date, Buyer shall be in default and seller may choose to cancel the agreement. In the event of Seller's cancellation upon such default by Buyer, all rights and demands of Buyer under this Agreement and in and to the Real Estate shall cease and terminate and Buyer shall have no further right, title or interest, legal or equitable, in and to the Real Estate and Seller shall have the right to retain all amounts paid by Buyer toward the Purchase Price as an agreed payment for Buyer's possession of the Real Estate prior to such default. Such retention shall not bar Seller's right to recover additional monies from Buyer for Buyer's occupation of the Real Estate, either before or after any Event of Default, including recovery by Seller of any payments as required under section 2(a) and 2(b); for any failure to pay taxes or insurance, for failure to maintain the Real Estate at any time, for waste committed thereon or for any other damages suffered by Seller, including reasonable attorneys' fees incurred by Seller in enforcing any right hereunder or in removing any encumbrance on the Real Estate made or suffered by Buyer. All of Seller's remedies shall be cumulative and not exclusive. Failure of Seller to exercise any remedy at any time shall not operate as a waiver of the right of

FILED

MAR 28 2024

PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

Handwritten signature/initials

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Seller to exercise any remedy for the same or any subsequent default at any time thereafter. If upon default, Seller find real estate or part of real estate to be abandoned by buyer, the Seller may enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Buyer for damages or for any payment of any kind what so ever, and may, at the Sellers's discretion, terminate this agreement. If the seller's right of re-entry is exercised following abandonment of the Premises by the buyer, then the Seller may consider any personal property belonging to the Buyer and left on the Premises to also have been abandoned, in which case the Seller may dispose of all such personal property in any manner the Seller will deem proper and is relieved of all liability for doing so. For the purposes of this contract, the property will be considered abandoned if Buyer is no longer living in the unit, and no written communication is received by the seller before the default indicating that the Buyer does not wish to abandon the property.

- e. Buyer shall be responsible for all attorney's fees and costs incurred by Seller as a result of foreclosure, eviction, or bankruptcy proceedings, including the attorney's fees and costs incurred in preparation for said proceedings, or for any event which necessitates Seller's hiring of legal counsel to protect its right, title, and interest in the property.
  - f. Buyer understand that in event of default in payment, reasonable collection agency fees equal to thirty (30%) percent of the delinquent balance and reasonable attorney fees, shall be added to the amount due on the account, plus any applicable court costs. By providing cell number, Buyer give prior express consent to receive calls and text messages from the creditor or its third-party debt collector at that number, including calls and messages made by using an auto-dialer or prerecorded message.
- 2. Property Taxes, Insurance, property maintenance, land use, liability for Injury or death, Buyer Not to encumber title to property, Seller entitled to inspect property**
- a. **PROPERTY TAXES and ENCUMBERMENTS:** Buyer is responsible for all past due and future property taxes, Liens, and other encumbrances. If Seller at any time pay the property taxes that are buyer's responsibility, Seller can add that tax payments along with ten percent fee towards the balance on purchase price.  
  
Seller assumes responsibility of property taxes that were due in 2021 or before.
  - b. Buyer shall obey all local and state, and federal law concerning the use and alteration of the property.
  - c. Buyer shall perform adequate maintenance to keep property in at least in the same condition as property was found to be in upon the date of execution of this instrument.
  - d. Buyer shall not encumber or cause a lien to be placed against the title to the property.
  - e. Buyer shall also be responsible for any penalties, demolition or other liens placed against the property.
  - f. Buyer shall keep premise property insured against fire, natural disaster and theft in at least the amount of \$63000 and shall name Seller as a beneficiary of said insurance policy. Buyer shall provide Seller proof of said policy.
  - g. **MECHANIC'S LIENS:** Buyer shall not permit any Statement of Intention to hold a Mechanic's Lien to be filed against the Real Estate or any part thereof nor against any interest or estate therein by reason of labor, services or materials claimed to have been performed or furnished to or for Buyer. If such Statement of Intention to hold a Mechanic's Lien shall be filed, Seller at its option may compel the prosecution of an action for the foreclosure of such Mechanic's Lien by the Lienor. If any such Statement of Intention to hold a mechanic's lien shall be filed and an action to foreclose the lien, Buyer, upon demand by Seller, shall cause the lien to be released by the filing of a written undertaking with a surety approved by the Court and obtaining an order from the Court releasing the property from such lien. Nothing in this instrument shall be deemed or construed to constitute consent to or request to any party for the performance of any labor or services or the repairing of the Real Estate, nor as giving Buyer the right or authority to agreement for, authorize or permit the performance of any labor or services or the furnishing of any material that would permit the attaching of a valid Mechanic's Lien.

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- h. INDEMNIFICATION AND RELEASE: Buyer shall indemnify and hold harmless Seller from and against all damages, claims and liability arising from or connected with Buyer's control or use of the Real Estate, including, without limitation, any damage or injury to person or property. If Seller shall, become a party to litigation, commenced by or against Buyer, then Buyer shall indemnify and shall include Seller's legal costs and fees in connection with any such claim, action or proceeding. Buyer does hereby release Seller from all liability for any accident, damage or injury caused to person or property on or about the Real Estate.
- i. COVENANTS OF BUYER: Buyer covenants not to sell, assign, pledge, mortgage, encumber or transfer its interest in this agreement nor Buyer's interest in the Real Estate without the written consent of Seller nor to permit an assignment of Buyer's interest hereunder by operation of law.
- j. BUYER'S RESPONSIBILITY OF ACCIDENTS OR INJURIES: Buyer hereby assumes all risk and responsibility for accident, injury or damage to any person or property arising from his use and control of the Real Estate and the improvements thereon. Buyer shall insure such risk by carrying liability insurance and the copy of such policy shall be delivered to the Seller. Seller shall not be held liable for injury or death, whether to Buyer or any other party, which takes place on the property.

### 3. Conveyance of the property to Buyer

Upon payment by Buyer of all amounts due hereunder in full and performance by Buyer of all covenants and conditions, Seller shall convey the Real Estate to Buyer by quit claim deed, subject however, to: all conditions, easements, highways, rights-of-way, restrictions and limitations now of record; rights of persons in possession; the lien of all unpaid taxes, Liens, assessments for public improvements and other encumbrances (to be assumed by Buyer); and the provisions of applicable subdivision and zoning laws. Seller's liability shall be limited to the monies paid by buyer to seller towards the purchase price of the real estate parcel. Buyer shall not be permitted to assign or transfer its right under this agreement unless agreed to in writing by Seller.



Buyer-1 Signature

Name Henry L. Hammerstein Address 3641 N 77th St Phone 319 951-1047

Manager, First Pentecostal Church of Gary

Before me, a Notary Public in and state of IL and County of COOK, personally appeared Henry Hammerstein, who acknowledged the execution of the foregoing agreement, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notary Seal this 5 day of April, 2022.

My Commission Expires: 6/25/25


Signature: Janet Davis, Notary Public

Printed: Janet Davis

Resident of COOK County



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Seller Signature

Sumit Garg, Member, North Indiana Investments LLC, 1112 W Boughton Rd, # 232, Bolingbrook, IL 60440

Before me, a Notary Public in and state of IL and County of Will, personally appeared Sumit Garg, who acknowledged the execution of the foregoing agreement, and who, having been duly sworn, stated that any representations therein contained are true.

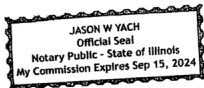
Witness my hand and Notarial Seal this 5th day of April, 2022.

My Commission Expires: 09/15/24

Signature:  Notary Public

Printed: Jason W Yach

Resident of Will County



Parcel No. 45-08-14-204-001.000-004

Date of Contract 5 April, 2022

Recorder of Lake County Recorder